

MASTER CONTRACT

COLO-NESCO
COMMUNITY SCHOOL

2006-2007

Article I—Preamble

The Board of Directors of the COLO-NESCO Community School District and the COLO-NESCO EDUCATION Association have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

Article II—Recognition

The Board of Directors of the COLO-NESCO Community School District recognizes the COLO-NESCO Education Association as the exclusive negotiating agent for all classroom teachers, guidance counselors, librarians, nurse and all regular part-time teachers employed by the COLO-NESCO Community School District except all other employees of the District: Superintendent, principals, substitute teachers, confidential and supervisory personnel, custodians, secretaries, bus drivers, cooks and all other persons excluded by Section 4 of the Act.

Article III—Definitions

- A. Association The term "Association" as used in the Agreement shall mean the COLO-NESCO Education Association and its duly authorized representatives or agents.
- B. Board The term "Board" as used in this Agreement shall mean the Board of Directors of the COLO-NESCO Community School District and its duly authorized representatives.
- C. District The term "District" as used in this Agreement shall mean the COLO-NESCO Community School District and its duly authorized representatives or agents.
- D. Employee The term "Employee" as used in this Agreement shall mean an employee included in the bargaining unit described in Article II, Recognition.

Article IV—Grievance Procedure

- A. Definition. A grievance is a claim by an Employee, a group of employees, or by the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Arbitration shall be invoked only with the approval of the employee organization and in the case of an employee grievance only with the approval of the employee.
- B. Requirements and Rights
 - 1. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 - 2. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program or of related work activities of the grievant or of the teaching staff.
 - 3. If the Association or any Employee files any claim or complaint in any other form other than that under the grievance procedures of this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedures.
 - 4. Any grievant may be represented at all steps of the grievance procedure by himself/herself, or, at his/her option, by representatives selected by the grievant.
 - 5. All meetings and hearings under these procedures shall be conducted in private and may include witnesses and designated representatives of the grievant and the District.
 - 6. The Employee must notify a member of the Association Grievance Committee prior to filing any formal grievance.
 - 7. Association grievances will be filed initially at step 3 and in writing within ten (10) school days of the date of the occurrence. An Association grievance shall be one initiated by the Association on behalf of all represented employees.

C. Steps.

1. First Step. An attempt shall be made to resolve any grievance by an informal, verbal discussion between the grievant and his/her principal.
2. Second Step. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to have been violated, and shall state the remedy requested. The filing of the formal written grievance at the second (2nd) step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance and shall be on the form set forth in Schedule C of this Agreement. The principal shall make a decision on the grievance and communicate it in writing to the grievant and to the Superintendent within ten (10) school days after receipt of the written grievance.
3. Third Step. In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the grievant shall file, within ten (10) school days of the principal's written decision at the second (2nd) step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the Superintendent or his/her designee shall meet to discuss the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third (3rd) step grievance meeting and communicate it in writing to the grievant and to the principal.
4. Fourth Step. If the grievance is not resolved satisfactorily at the third (3rd) step, there shall be available a fourth (4th) step of impartial, binding arbitration. The Association may submit a written request for arbitration to the Superintendent within thirty (30) calendar days from the receipt of the third (3rd) step answer. Either party may then request a list of five (5) arbitrators from the Public Employment Relations Board. The parties shall determine by lot who shall remove the first name from the list. Within ten (10) days of the receipt of the list, the parties shall alternately strike one (1) name from the list until only one (1) name remains. The person whose name remains shall be the arbitrator.

Expenses for the arbitrator's services shall be borne equally by the District and the Association. The arbitrator shall not amend, modify, nullify, ignore, or add to provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Association, and the decision must be based solely upon interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be binding on both parties.

Article V—Dues Deduction

- A. Authorization. Any Employee who is a member of the Association or who has applied for membership may sign and deliver to the Board secretary an assignment authorizing payroll deduction of professional dues. Such authorization must be delivered to the Board secretary at least fourteen (14) calendar days prior to the date that the payroll is to be delivered to the Employees. The form of the assignment shall be set forth in Schedule D.
- B. Regular Deductions. Pursuant to a deduction authorization, the District shall deduct one-tenth (1/10) of the total dues from the regular salary check of the Employee each month for ten (10) months, beginning in September and ending in June of each year.
- C. Pro-Rated Deductions. Employees who begin dues deductions after September shall have the remaining dues prorated on the basis of the remaining months of employment through June.
- D. Duration. Such authorization shall continue in effect for the contract year only, unless revoked in writing by an Employee who terminates employment prior to June shall provide verification to the Board secretary from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

- E. Transmission of Dues. The District shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period and a listing of the Employees for whom deductions were made.
- F. Errors. The Board shall assume no responsibility for the accuracy of amounts authorized to be deducted, and in the event of any error, properly authorized corrections will be made only with respect to future deductions.
- G. Hold-Harmless. The Association agrees to indemnify and hold harmless the Board and all administrators against any and all liability and costs whatsoever arising out of the application of the provisions of this Article, including reasonable attorney fees.

Article VI--Other Payroll Deductions

- A. Authorization. Upon appropriate written authorization from the Employee, the District shall deduct from the salary of any Employee, and make appropriate remittance, for annuities and insurance or any other program jointly approved by the Association and the Board.
- B. Hold-Harmless. The Association agrees to indemnify and hold harmless the Board and all administrators against any and all liability and costs whatsoever arising out of the application of the provisions of this Article, including reasonable attorney fees.

Article VII--Insurance

- A. Benefits. Beginning with the 2006-2007 school year, the Board agrees to provide the following benefits to each employee based upon the ratio between the employee's work week and a forty (40) hour work week; provided, however, that the employee's standard work week consists of at least thirty (30) hours of service (3/4 time).
 - 1. Group Health Insurance. The District will pay the basic single coverage cost for the eligible employees under the District's insurance plan or health maintenance organization, as the case may be, subject to the conditions of the carrier. Any changes in policy coverages proposed by the Board will be bargained with the Association. Any employee who does not desire to be covered by the school insurance shall receive one hundred two dollars and thirty-four cents (\$102.34) per month in lieu of single coverage insurance. Employees must notify the District in writing if they wish to drop the single coverage insurance and receive \$102.34 per month. They must also present proof that they are covered with health insurance elsewhere.
 - 2. Life Insurance. The District shall pay the coverage costs for eligible employees for group twenty thousand dollars (\$20,000.00) term life insurance.
 - 3. Long Term Disability. The District will continue to provide long-term disability coverage at sixty-six and two-thirds percent (66 2/3%) and will provide coverage beginning when sick leave is exhausted.
 - 4. Liability Insurance. All employees will be covered by any regular liability insurance procured by the District or under any pooled or self insurance plan entered into by the District.
 - 5. Worker's Compensation. The District will provide the worker's compensation coverage required by state law. Employees eligible for benefits may, at their discretion, supplement the same in the manner allowed by state law which will result in a deduction in sick leave accumulation for each day supplemented.
- B. Duration. Coverage shall be for the duration of eligible employment. New employees shall be covered, if application is made timely, on the first of the month following or coinciding with employment. Coverage shall terminate at the end of the month in which employment ceases unless otherwise provided by law.
- C. Leaves. Employees on paid leaves of absence will continue to be covered by District-provided insurances. Employees on unpaid leaves may continue to be covered by paying all premiums to the District at least one (1) month in advance, provided approval is given by the carriers.
- D. The District assumes no responsibility for the failure of employees to meet deadlines or to abide by the rules and conditions established by the carriers.

- E. Insurance Study Committee. Annually, the Association and the Board will establish an Insurance Study Committee of representatives with two teachers chosen by the COLO-NESCO Education Association, two board members chosen by the COLO-NESCO Board of Education, the Superintendent, and the district's business manager. The insurance study committee will not engage in negotiating changes in coverage, the carrier, or the form of insurance. The Association maintains its right to negotiate changes in coverage during the negotiations process, and the Board continues to maintain its right to choose the form of the insurance, and, if applicable, the carrier.

Article VIII--Employee Evaluation

- A. Staff Evaluation. Each school year, employees shall be presented with the evaluation procedures and instruments including the Iowa Teaching Standards and Criteria and any other standards and criteria or district expectations the evaluator will use. No evaluation shall take place until such orientation has been completed.
- B. Tier 1. Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and a minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a written comprehensive review on or before April 15. If by the end of January of the second year (year one for career teachers new to the District) the evaluator determines that the teacher does not meet the Iowa Teaching Standards, the evaluator will inform the teacher which standard(s) have not been met and shall indicate where improvement is needed to determine that the teacher meets all eight standards. If another observation is needed, it shall be held before the April 15 summative conference. If only a conference is needed, then it will be held before April 15.
- C. Tier 2 (Career Teachers). Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to the Iowa Code shall be evaluated using the same methods as in Tier 1. For all others, a three year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs.

During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one.

During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs and may conduct informal observations. The evaluator may also formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation conference and a post-observation conference between the evaluator and teacher. If the evaluator determines that the teacher is not meeting any of the eight standards, then the evaluator shall inform the teacher which standard(s) are not being met and shall indicate where improvement is needed to determine that the teacher meets all eight standards.

In year three, the completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and outcome on the Individual Career Development Plan. In addition, a three year summative performance review will be conducted by the evaluator. The teacher shall provide the evaluator a portfolio linking artifacts to the Iowa Teaching Standards and Criteria. By April 1 of the third year of the cycle, the evaluator shall make one of the following recommendations to the Superintendent:

1. The teacher has demonstrated growth in the goal areas and no change is recommended to the teacher's continuing contract.
2. The teacher has not demonstrated growth in the goal areas and, as determined by the principal, to be in need of intensive assistance. Intensive assistance shall be provided for a period of not to exceed six (6) calendar months. A summative review will be scheduled near the completion of intensive assistance.

D. Tier 3 (Intensive Assistance). A teacher will be placed on intensive assistance when the evaluator determines, at any time, that as a result of the teacher's performance, the teacher is not meeting one or more of the following:

1. District expectations under the Iowa Teaching Standards 1 – 7 and Criteria (Standard 8 is excluded) and any other standards and criteria that are permissible per the terms of this agreement.
2. The Individual Career Development Plan.

Intensive Assistance may begin at any time but is not to exceed six (6) months in duration. When a teacher is placed on Intensive Assistance, the following will occur:

1. A letter will be sent by the evaluator to the teacher notifying him/her that the teacher is being placed on Intensive Assistance.
2. A copy of the notification will be sent to the Superintendent's Office and will be placed in the teacher's personnel file.
3. A conference will be held between the teacher and evaluator to develop an Assistance Plan that will include the following:
 - a. A specific statement of concerns related to one or more of the Iowa Teaching Standards 1 – 7 and Criteria and any other standards and criteria that are permissible per the terms of this agreement.
 - b. The plan shall include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan.

The review of the teacher in Intensive Assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

1. The problem is resolved and the staff member is removed from Intensive Assistance.
2. Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve months according to Iowa law) and work continues in the assistance phase.
3. The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

Any employee has the right to respond in writing to specific items on their evaluation within five calendar days of the post-evaluation conference.

A non-probationary employee, who has been evaluated, has the right to grieve said evaluation(s) as unfair, unjust, and/or inaccurate if the total evaluation is rated as unsatisfactory or not meeting District standards. The timelines and procedures of Article VI shall apply. A probationary teacher cannot grieve their evaluation and Tier 3 (Intensive Assistance) is not grievable.

Article IX--Association Rights

A. Use of Facilities and Equipment.

1. The Association shall have the right to hold a reasonable number of meetings on District property after regular school hours and after other assignments are completed, provided such meetings in no way interfere with any aspect of the instructional program. The Association shall have the right to use District typewriters, mimeographing machines, duplicating machines, copying machines, calculators, audio-visual machines, computer, and telephones during after-school hours and when the equipment is not being used for other purposes. The costs for the use of the District property and equipment, including costs of electricity, heat and water shall be fifty dollars (\$50.00) per year payable to Colo-Nesco Community School District through the Board Secretary. Supplies used by the Association that are available through the District may be purchased at cost. No

Employees may be excused after the last regular route buses leave the building site on Fridays and days preceding holidays and vacations.

The granting of release time during the workday by the Superintendent or principal will not violate this Agreement and will not be grievable.

Employees shall not be required to report more than one (1) hour before school, nor may they be required to remain more than one (1) hour after student attendance is required on occasions of amended student attendance hours because of inclement weather, excluding heat. In instances of extreme heat, employees may be required to attend professional meetings in an air conditioned area. Employees shall not be required to report when student attendance is canceled because of inclement weather. In case of cancellation of school in one (1) building, teachers in that building may be asked to report to either of the other buildings.

- C. Duty-Free Lunch. There shall be a paid duty-free lunch period of a minimum of twenty (20) minutes during the workday except in an emergency situation specified below:
- D. Emergency Situations. An emergency situation is an unusual happening during the normal workday. These situations are limited to: fire or fire drills, tornadoes or tornado drills, and other weather related situations causing disruptions of the normal school day, fights in the school or on the school grounds, the unavailability of a substitute teacher on the substitute list or an emergency situation needing immediate attention while a substitute is on call or the emergency of the situation requires supervision while a substitute is called.
- E. Preparation Time. Full-time teachers shall have a minimum preparation time according to the following schedule:
 Grades K-6.....Average thirty (30) minutes per day
 Senior High and Junior High.....Average one (1) period per day
- F. District In-Service. Employees who work less than full-time and whose day ends prior to or begins after that of full-time employees may be required to attend district in-service on days of early dismissal or a late start. The above referenced employees shall be compensated at the rate per hour consistent with their placement on the salary schedule.

Article XI--Holidays

- A. Holidays will correspond with holidays on the school calendar. Such holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Years Day and Memorial Day. No employee will be required to perform duties on days of the above holidays unless the duties are brought about by scheduling of events by the employees themselves. Employees on extended contracts will not be required to work on legal holidays during the summer. Vacation on extended contracts shall be approved by the Superintendent.
- B. Vacations. Vacation days shall include the dates in the adopted calendar and may be used as make-up days if so designated on the adopted school calendar and at least fourteen (14) calendar days notice is given prior to the designated date. No more than one (1) day will be designated as make-up during the same vacation period. Additional dates may be used by mutual consent of the parties.

Article XII--Sick Leave

- A. Sick Leave. Definition: One (1) day of leave is equal to one (1) contract day of the individual employee. All leaves of absence shall be discounted from the employee's unused portion at a minimum unit of one-half (1/2) day.
 - 1. Employees will receive sick leave for personal illness with full pay in the following amounts:

a.	The first (1st) year of employment	10 days
b.	The second (2nd) year of employment	11 days
c.	The third (3rd) year of employment	12 days
d.	The fourth (4th) year of employment	13 days
e.	The fifth (5th) year of employment	14 days
f.	The sixth (6th) and subsequent years of employment	15 days

The unused portions shall be cumulative to a total of ninety (90) days. The above amounts shall apply only to consecutive years of employment in the District(s).

The Board shall, in unusual circumstances upon the decision of the principal, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Personal, as used here, shall be to mean "self".

2. Notice of Accumulation. Employees shall be given a copy of a written accounting of days received, days used and days accumulated on the last contract day of each school year.
3. An employee who is unable to work because of personal illness who has exhausted the sick leave benefit may be granted a leave without pay for the duration of the school year upon written request by the employee.

The group accident and sickness insurance benefits may be continued for the duration of the extended leave with the employee paying the cost of the insurance, provided the carrier will allow for continuation.

4. Return after Medical Disability. The Board expects the employee to return to assigned duties as soon as the employee's personal physician recommends that the employee is physically able. The Board may require a physical examination, by a Board appointed physician, for an employee on medical disability leave. The cost of the physical shall be paid by the employer.

If there is a disagreement between physicians on the ability of the employee to return to assigned duties, the Board will discontinue sick leave benefits and the employee will be placed on unpaid leave of absence to the end of the individual contract year.

5. Sick leave shall not be used for employee elective cosmetic surgery.
 6. Summer. Sick leave will not be granted during the summer months unless the employee is under extended contract covering the period in question.
- B. Pay for Unused Sick Leave. An employee shall be paid \$85 for every four (4) unused sick days over the maximum of 90 days. If, at the beginning of the school year, a teacher has 90 days of sick leave, they gain 15 and use 3, the teacher will be reimbursed \$85 for every 4 unused sick days (rounded to the nearest whole number). Have 90, gain 15, use 5, have 10 extra days; $10/4 = 2 \times \$85 = \170 . Have 90, gain 15, use 10, have 5 extra days; $5/4 = 1 \times \$85 = \85 ($5/4 = 1.25 \times \$85$). If unused sick days divided by four doesn't equal a whole number, the decimal and all numbers following get dropped (Example: $5/4 = 1.25$; drop the ".25").

Article XIII--Safety Provisions

A. Employee Facilities.

1. Free parking will be available during in-school hours for employees.
2. A serviceable desk will be provided for each classroom.

B. Protection of Employees.

1. Use of Reasonable Force. An Employee, within the scope of his/her employment, may use and apply such amount of lawful force as is reasonably and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property. However, no certified staff will be requested or required to disarm a student or other person, to search a student or other person for a weapon, or to confront a student or other person suspected or known to be armed.
2. Legal Action Against an Employee. Any legal action brought against an Employee must fall within the limitations of the school legal liability insurance or the school errors and omissions insurance to be covered.

3. Assault of an Employee.

- a. Legal Assistance. If an employee is acting within the scope of employment, the employee is an agent of the District, and, as such, will be provided legal counsel by the District.
- b. Leave. A school employee, who, in the course of employment, suffers a personal injury causing temporary total disability, or a permanent partial or total disability, resulting from an episode of violence toward an employee, for which workers' compensation under chapter 85 of state statute is payable, shall be entitled to receive workers' compensation, which the district shall supplement in order for the employee to receive full salary and benefits for the shortest of the following periods: one year from the disability or the period during which the employee is disabled and incapable of employment. During the period described above, the school employee shall not be required to use accumulated sick leave or vacation.

The school district may require the employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of this leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave.

- c. Reporting Assaults. Employees shall immediately report cases of assault suffered by them in connection with their employment to the principal or other immediate supervisor and the police. If the employee is physically unable to do so, the police shall be notified by the building principal.
- C. Bloodborne Pathogens. The Board shall maintain a policy regarding bloodborne pathogens as required by law.

Article XIV--Health Provisions

Iowa law requires that, upon beginning service each employee shall provide written certification of fitness for the position from a doctor who has performed a required physical examination of the employee. Upon presentation of the required certification, employees covered by the district's insurance program will have the first sixty dollars (\$60.00) of the cost of that physical examination paid by the district's carrier. For those employees covered by a non-district insurance program, upon application by the employee, the district will reimburse the employee up to sixty dollars (\$60.00) for the portion of the cost of the required physical examination that is not covered by the non-district insurance program.

Article XV--Staff Reductions

- A. Coverage. All certified employees.
- B. Notification. If the Board is contemplating the layoff of any employee(s) it shall provide written notice to the employees who may be affected by the reduction no later than April 30th.
- C. Layoffs. The Board shall have the right to determine in which of the following categories the reduction in the staff will take place: Grade K-6; Grade 7-12 within each subject category. The administration shall attempt to accomplish the reduction by attrition. If the reduction cannot be accomplished by attrition, the least senior employee in each category shall be reduced.
- D. Seniority. Seniority will be computed from an employee's most recent date of hire in either school and will begin to accrue as of that first day of hire.
- E. Recall.
 - 1. If there is a vacancy in a negotiating unit position, laid-off employees who are certified to perform the work in question will be recalled in the order of the person with the most seniority being recalled first.
 - 2. Notice of recall will be given by telegram or registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to my Association. If an employee fails to respond by telegram or registered mail, return receipt requested, within ten (10) days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

3. An employee who is laid off will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing.
 4. In the case of ties in seniorities the tie will be broken in the following manner in descending order:
 - a. The employee in a more advanced lane will be considered more senior.
 - b. The employee with more total years of teaching experience will be considered more senior.
 - c. The employee with more endorsements or approvals will be considered more senior.
 - d. If still tied, the Board may determine which employee shall be laid off or recalled by a random drawing which shall be non-grievable or the Board may determine the matter by applying its own criteria in the best interests of the District which shall be grievable.
 5. Replacement personnel shall not have recall under this contract. Replacement personnel are defined as teachers who are hired to fill a vacancy during the school year or to fill a vacancy created by the granting of a leave.
 6. If an employee will be recalled to a grade level more than two (2) grades higher or lower than the employee's last active assignment or to a different subject area the employee may be required to successfully complete up to six (6) semester hours of college credit courses approved by the Superintendent to qualify for the recall position. Effective for the 1991-92 school year and each year thereafter new employees hired for the Federal Projects, such as Chapter 1, shall have recall rights only to the position in which they were laid off.
- F. The District retains the right to realign staff following staff reduction or transfer.

Article XVI--Wages and Salaries

- A. Placement on Salary Schedule. The employee's placement on the salary schedule (Schedule A) shall be determined by the employee's years of professional experience and educational classification. **EXPERIENCE:** The Board may allow a new employee credit for up to seven (7) years of full time professional teaching experience gained outside COLO-NESCO. Such employee's vertical placement (experience) on the salary schedule will be the same as those continuing COLO-NESCO employees with the same credit for the same number of years of professional experience. A new full time employee employed by the District prior to November 1 of any school year, will, at the end of that contract year, be given credit for one (1) year's experience toward the next vertical step on Schedule A. **EDUCATIONAL CLASSIFICATION:** The employee's educational classification is determined solely by the official transcript(s) the employee is required to have on file in the Central Office.
- B. Advancement on Salary Schedule.
1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the District for at least one (1) semester in one (1) school year.
 2. Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one (1) educational lane to another, the employee shall furnish an official transcript verifying the additional educational credits with the Superintendent no later than five (5) days after the beginning of each semester and pay adjustments shall be retroactive to the beginning of the same semester.
 3. Advancement beyond the base level of the salary schedule shall be based upon semester hours of college graduate credit in the areas of endorsement of the teacher's certificate earned after the issuing date of the baccalaureate degree. Other college courses must have prior approval of the Superintendent. The District will allow a total of three (3) credits for staff development in the advancement across the schedule effective the 1989-90 contract.

4. Those teachers who started a degree program before signing of the 1988-89 contract will be advanced, when the degree is completed, even if the degree is not in their area of teaching.
- C. Contract Year. The contract year shall consist of 188 for newly employed certified employees (one additional orientation day to be held at the beginning of the school year) and 187 days for all other certified employees. This includes 180 days of instruction, 6 days of teacher inservice for newly employed certified employees, and 5 days for all other certified employees, and 2 days of parent/teacher evening conferences. These days are exclusive of holidays and vacations or more days if required by the state.
- D. Extended Contract. The salary schedule is based upon the regular employee work year of one hundred eighty seven (187) days exclusive of holidays and vacations or more if required by the state. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows: Extended contract rate shall be equal to the regular contract daily rate - one (1) day's work for one (1) day's pay.
- E. Employees being paid at an hourly rate, excluding the nurse, will be paid at a rate determined by the Board at the time of contracting. The Board will review this hourly rate each year for adjustment.
- F. Part-time certified employees shall be paid $x/8$ (times) (eight) of the salary of a full-time certified employee at the same level of training and at the same step on the salary schedule. X will represent the number of hours of the eight (8) hour work day spent in performance of the assigned duties.
- G. Method of Payment. Pay periods. Each Employee shall be paid in twelve (12) equal installments on the twentieth (20th) day of each month. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous work day. The District has up to one (1) pay period (thirty (30) days) to process the check for lane advancement at mid semester. The new amount will begin to accrue on the first day of the new semester.
- H. Extra-Assignment and Extended Contracts. Schedule A is based upon the regular in-school work year on a full nine (9) month teaching status. Extra assignments covered by the supplemental pay schedule (Schedule B) will be added to the contract except such positions as require separate contracts by state law. Drivers education shall be paid at the rate agreeable to the parties involved prior to the beginning of the assignment.

Supplemental pay (Schedule B) may be received over a 12 month period or in one "lump sum payment" at the conclusion of the season. It is the employee's responsibility to: (1) make a request for "lump sum payment" in writing to the board secretary when an extended contract is turned in, and (2) no more than 30 days after the conclusion of the season to be paid for.

- I. Longevity. A longevity payment will be paid to an employee who is on the maximum experience step of his/her educational lane based on the following criteria:
 1. Employees that have received longevity prior to the 2005-2006 school year will be eligible to receive the amount specified in #5 below.
 2. Employees that have reached the maximum experience step for the 2005-2006 school year will receive the longevity payment.
 3. Employees reaching the maximum experience step for the 2006-2007 school year will not receive the longevity payment until the 2007-2008 school year based on eligibility.
 4. Employees will be considered eligible for longevity payments upon completion of 14 years of employment with the Colo-NESCO School District.
 5. Those employees that have reached longevity will be divided into groups based upon years of longevity eligibility:
 - a. Tier 1: 1-5 years of eligibility
 - b. Tier 2: 6-10 years of eligibility
 - c. Tier 3: 11 or more years of eligibility
 6. Longevity payments are designated as follows:
 - a. BA – no longevity available.
 - b. BA+12

- i. Tier 1 – one hundred dollars (\$100.00), following step 16.
 - ii. Tier 2 – two hundred fifty dollars (\$250.00), following step 16.
 - c. BA+24
 - i. Tier 1 – two hundred dollars (\$200.00), following step 18.
 - ii. Tier 2 – four hundred fifty dollars (\$450.00), following step 18.
 - iii. Tier 3 – seven hundred fifty dollars (\$750.00), following step 18.
 - d. BA+30
 - i. Tier 1 – two hundred fifty dollars (\$250.00), following step 18.
 - ii. Tier 2 – five hundred fifty dollars (\$550.00), following step 18.
 - iii. Tier 3 – nine hundred dollars (\$900.00), following step 18.
 - e. MA
 - i. Tier 1 – three hundred fifty dollars (\$350.00), following step 18.
 - ii. Tier 2 – seven hundred dollars (\$700.00), following step 18.
 - iii. Tier 3 – one thousand two hundred dollars (\$1,200.00), following step 18.
 - f. MA+12
 - i. Tier 1 – five hundred dollars (\$500.00), following step 18.
 - ii. Tier 2 – one thousand fifty dollars (\$1,050.00), following step 18.
 - iii. Tier 3 – one thousand six hundred fifty dollars (\$1,650.00), following step 18.
- I. Employees leaving the District may have the option of receiving all or any part of their earned, contracted salary on the following pay period after their last working day, provided all necessary work is completed, equipment is checked in, their rooms are in order, and all financial obligations to the District have been met.
- J. The Phase III plan is incorporated by reference hereto and made part hereof. If state funding of Phase III is removed or reduced, then payment to eligible staff shall be removed or reduced accordingly.

Article XVII--Other Leaves of Absence

All requests for the following leaves of absence must be in writing to the building principal five (5) days in advance of the day of absence, with exceptions for appropriate emergencies.

- A. **Personal Leave.** Each employee shall be entitled to two (2) days of paid personal leave per year accumulating to three (3) days. This leave is intended for personal business and shall not count against sick leave. Personal leave cannot be used during pre-school workshops, nor during the first (1st) and last five (5) days of the school year, nor during in-service days, nor for vacation extension except for emergency situations. Personal leave may be used in either full or half day units and applications for this leave must be submitted to the principal for approval at least five (5) days in advance, except for emergencies. School days shall mean student attendance days. Personal leave may be limited to two (2) employees for Grade K-5, two (2) employees for Grades 6-8, and two (2) employees for grades 9-12 for any one (1) day.
Teachers may receive 50% of the substitute pay rate for any unused personal leave they have at the end of the school year. When teachers receive their summary of leaves for the school year, they will notify the district office within ten (10) days if they wish to receive pay for any unused personal leave.
- B. **Jury Duty.** An employee called for jury duty during school hours shall be provided such time. Any fees or remuneration, other than mileage, the employee receives during such leave shall be turned over to the District.
- C. **Professional Leave.** Both parties agree that professional employees should apply for and attend conferences, workshops, meetings, or other situations that involve professional leave. All employees are encouraged to apply for professional leave for any situation that will be of benefit to the District, the students, or in an area of professional advancement that will help the employee to better fulfill their assigned duties. Leave applications should include the date, location, District-paid expenses, and a summary of the reasons for applying for the leave. The employer will approve professional leave at their discretion.
- D. **Bereavement Leave.** Each employee shall be entitled to have five (5) days of leave per year per death in the immediate family. The immediate family shall consist of husband, wife,

child or children, mother, father, brother, sister, spouse's mother, spouse's father, grandchildren, or their significant relative. Each employee shall be granted one (1) day of leave per death or funeral of relatives consisting of grandparents, uncles, aunts, or cousins of the employee or his/her spouse. Each employee shall be granted one (1) day of leave, to be used in full or half day units, to attend the funeral of a friend. Such leave shall not count against sick leave. Additional days may be granted for family death at the discretion of the Superintendent and such granting or denying of additional days shall not be grievable under this Agreement. Personal leave may be used to extend the bereavement defined above.

- E. Family Illness Leave. Each employee shall be entitled to have five (5) days of leave for illness in the immediate family. The immediate family shall consist of husband, wife, child or children, mother, father, brother, sister, spouse's mother, spouse's father, grandchildren, or their significant relative. The first three (3) days of family illness leave shall not count against sick leave. The fourth (4th) and fifth (5th) days of family illness leave shall count against sick leave. Additional days may be granted for family illness at the discretion of the Superintendent and such granting or denying of additional days shall not be grievable under this Agreement. These additional days shall count against sick leave. The Superintendent may request a doctor's statement of illness.
- F. Association Leave. At the beginning of each school year the Board(s) will credit to the Association(s) two (2) days with substitutes paid for by the Association for the purpose of transacting Association business by its officers and/or representatives. The Association shall provide advanced notice.
- G. Leave of Absence. A leave of absence without pay of up to one (1) year may be granted for public office, engaging in study at an accredited college or university or other work reasonably related to professional responsibilities, or outside teaching. Upon return from such leave the employee shall be placed on the same step on the salary schedule as the employee was entitled to at the time the leave began unless educational advancement has occurred.
- H. Unpaid Leave. Temporary leaves are not to extend beyond the present contract year and extended leaves may be granted without pay.
- I. Legal Leave. An employee who is subpoenaed to appear in a judicial or administrative proceeding, except where the Association or its affiliate organization is a party in the proceeding, shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave.

Article XVIII--Transfer

Any teacher may apply for a transfer. The application shall be in writing to the Superintendent. Any teacher to be transferred will be notified as soon as the decision for the transfer is made. Teachers denied a transfer will be provided with a written explanation of the denial.

Article XIX--Travel Reimbursement

- A. Employees who are assigned to more than one building during a work day, including coaching assignments, and who are required to engage in interschool travel shall be reimbursed at the rate set by federal law.
- B. Employees who use their personal cars for field trips or other business of the District shall be reimbursed at the rate set by federal law for all travel to the first work location or the actual miles, whichever is the least.
- C. Employees who use a CDL license to drive District buses will be reimbursed for one-half (1/2) the cost of said license.

Article XX--Compliance Clauses, Duration and Signatures

- A. Separability. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- B. Notices. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter addressed to the following designated addresses or at such addresses as may be designated by a party in written notification to the other party: (1) if by the Association, to the President of the Board of Directors, (2) if by the Board, to the President of the Association.
- C. Management Rights. It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the District or of the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the District, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- D. Finality and Effect of This Agreement.
 - 1. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term unless both parties agree otherwise.
 - 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- E. Duration. This Agreement shall become effective as of July 1, 2006, and shall remain in effect until June 30, 2007.
- F. Signatures. In witness whereof, the parties hereto have caused the Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed hereon, all on the _____ day of _____, 2006.

COLO-NESCO EDUCATION ASSOCIATION

COLO-NESCO BOARD OF EDUCATION

ITS PRESIDENT_____
ITS PRESIDENT_____
ITS CHIEF NEGOTIATOR_____
ITS NEGOTIATOR

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- F. Signatures. In witness whereof, the parties hereto have caused the Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed hereon, all on the 21st day of September, 2006.

COLO-NESCO EDUCATION ASSOCIATION

Brian Burr
 ITS PRESIDENT
Robert K. Allen
 ITS CHIEF NEGOTIATOR

COLO-NESCO BOARD OF EDUCATION

John G. Fullin
 ITS PRESIDENT
Gary Kellman
 ITS NEGOTIATOR

Schedule B*
Supplemental Schedule 2004-2005**

A. Extra-Curricular Activities

1. Approved Activities. The Board and the Association agree that the extra-curricular activities listed are school-sponsored activities covered by school insurance.
2. Compensation. The compensation for all new employees covered under this Article of Agreement for the first time and future years shall be as follows:

<u>Activity</u>	<u>1-4 years</u>	<u>5+ years</u>
FFA Advisor (if not shared)	15.00%	16.00%
Head HS football/basketball/baseball/softball/wrestling/ HS Band	12.25%	13.25%
Head HS volleyball/golf/cross country/track/soccer/ HS weight coach	10.35%	11.35%
HS Vocal (with musical)	9.25%	10.25%
Assistant HS football/basketball/baseball/softball/wrestling	8.25%	8.75%
HS Drama/Speech	8.00%	8.50%
JH Head & Assistant Sport (one position)	7.38%	7.88%
HS Vocal (without musical)/HS FB Cheerleading	6.25%	6.75%
Assistant HS volleyball/golf/cross country/track/soccer	6.00%	6.50%
JH Head Sport	5.25%	5.75%
HS BB cheerleading/JH Band/JH assistant sports	4.25%	4.75%
HS Junior Sponsor	3.25%***	
HS drill team/JH vocal/HS flags (Fall)/JH Lego League	3.25%	3.75%
Community Education Coordinator/Student Council	3.25%	3.75%
HS Assistant Junior Class Sponsor	2.25%***	
National Honor Society/HS flags (Winter)	2.25%	2.75%
Spanish Club/Mock Trial/HS Art Fair/ELP/Assistant		
Summer Weight Room/JH Dance/Banquet	1.25%	1.75%

* The "experience lane" shall be determined by experience within COLO-NESCO School.

** Percentages represent the amount times the generator base from Schedule A.

*** These are fixed amounts.

- B. Non-Scheduled Extra Duty Pay. Each employee covered by this Agreement may work at school activity events during the school year. Included, but not limited as activity events, are the following: ticket takers, ticket sellers, chaperone, announcer, scorer, supervisor, chain gang, and track meet helper. Employees who volunteer for activity work assignments will be compensated at the rate of six dollars and fifty cents (\$6.50) per hour for all hours worked.

Salary Schedule 2006-2007					Schedule A	
generator \$23,450						
Steps	1.00%	1.04%	1.08%	1.10%	1.12%	1.16%
	\$670	\$680	\$690	\$695	\$700	\$710
	BA	BA+12	BA+24	BA+30	MA	MA+12
4	\$ 25,460	\$ 26,428	\$ 27,396	\$ 27,880	\$ 28,364	\$ 29,332
5	\$ 26,130	\$ 27,108	\$ 28,086	\$ 28,575	\$ 29,064	\$ 30,042
6	\$ 26,800	\$ 27,788	\$ 28,776	\$ 29,270	\$ 29,764	\$ 30,752
7	\$ 27,470	\$ 28,468	\$ 29,466	\$ 29,965	\$ 30,464	\$ 31,462
8	\$ 28,140	\$ 29,148	\$ 30,156	\$ 30,660	\$ 31,164	\$ 32,172
9	\$ 28,810	\$ 29,828	\$ 30,846	\$ 31,355	\$ 31,864	\$ 32,882
10	\$ 29,480	\$ 30,508	\$ 31,536	\$ 32,050	\$ 32,564	\$ 33,592
Step	\$710	\$730	\$750	\$770	\$790	\$810
Differential						
11	\$ 30,190	\$ 31,238	\$ 32,286	\$ 32,820	\$ 33,354	\$ 34,402
12	\$ 30,900	\$ 31,968	\$ 33,036	\$ 33,590	\$ 34,144	\$ 35,212
13	\$ 31,610	\$ 32,698	\$ 33,786	\$ 34,360	\$ 34,934	\$ 36,022
14		\$ 33,428	\$ 34,536	\$ 35,130	\$ 35,724	\$ 36,832
15		\$ 34,158	\$ 35,286	\$ 35,900	\$ 36,514	\$ 37,642
16		\$ 34,888	\$ 36,036	\$ 36,670	\$ 37,304	\$ 38,452
17			\$ 36,786	\$ 37,440	\$ 38,094	\$ 39,262
18			\$ 37,536	\$ 38,210	\$ 38,884	\$ 40,072
Longevity	Tier 1 (15-19)	\$100	\$200	\$250	\$350	\$500
	Tier 2 (20-24)	\$150	\$250	\$300	\$400	\$550
	Tier 3 (25+)		\$300	\$350	\$450	\$600